

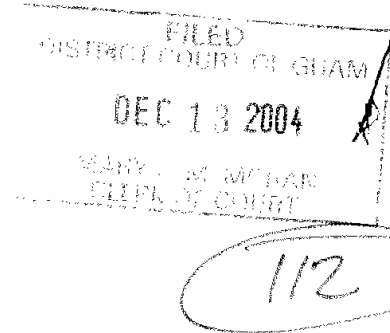
1 **SHANNON TAITANO, ESQ.**  
2 **OFFICE OF THE GOVERNOR OF GUAM**

3 Ricardo J. Bordallo Governor's Complex  
4 Adelup, Guam 96910  
Telephone: (671) 472-8931  
Facsimile: (671) 477-4826

5 **RODNEY J. JACOB, ESQ.**  
6 **DANIEL M. BENJAMIN, ESQ.**  
7 **CALVO AND CLARK, LLP**

8 Attorneys at Law  
9 655 South Marine Drive, Suite 202  
Tamuning, Guam 96913  
Telephone: (671) 646-9355  
Facsimile: (671) 646-9403

10 Attorneys for *Felix P. Camacho, Governor of Guam*



11  
12 IN THE UNITED STATES DISTRICT COURT  
13 DISTRICT OF GUAM

14 JULIE BABAUTA SANTOS, et. al.,

15 Petitioners,

16 -v-

17 FELIX P. CAMACHO, etc., et. al.

18 Respondents.

CIVIL CASE NO. 04-00006

**DECLARATION OF DANIEL M. BENJAMIN IN SUPPORT OF THE GOVERNOR OF GUAM'S OPPOSITION TO THE ATTORNEY GENERAL OF GUAM'S MOTIONS TO STRIKE THE APPEARANCES OF CALVO AND CLARK, LLP AND THE OFFICE OF THE GOVERNOR AND FOR RELIEF FROM THE COURT'S ORDER OF NOVEMBER 12, 2004**

21 I, DANIEL M. BENJAMIN, declare that:

22 1. I am an attorney with the law firm of Calvo and Clark, LLP, counsel of  
23 record for Respondent Felix P. Camacho, Governor of Guam. I make this declaration on personal  
24 knowledge, and if called to testify I could and would testify competently thereto.

25 2. Attached as Exhibit "A" is a true and correct copy of a Memorandum to  
26 Shannon Taitano, Esq., Artemio R. Ilagan, and Lourdes M. Perez from Stephen A. Cohen dated  
27  
28

1 October 27, 2004. Pleadings that were attached to this Memorandum were omitted because of  
2 their length.

3 3. Attached as Exhibit "B" is a true and correct copy of a letter to Stephen A.  
4 Cohen from Shannon Taitano dated October 28, 2004.

5 4. Attached as Exhibit "C" is a true and correct copy of the Entry of  
6 Appearance filed on October 28, 2004 in the District Court of Guam case of Jay Merrill, et. al. vs.  
7 The Guam Election Commission, et. al.  
8

9 5. Attached as Exhibit "D" is a true and correct copy of the Objection to  
10 Preliminary Injunction Stipulation filed on October 28, 2004 in the District Court of Guam case  
11 of Jay Merrill, et. al. vs. The Guam Election Commission, et. al.  
12

13 6. Attached as Exhibit "E" is a true and correct copy of the Order filed on  
14 October 29, 2004 in the District Court of Guam case of Jay Merrill, et. al. vs. The Guam Election  
15 Commission, et. al.

16 7. Attached as Exhibit "F" is a true and correct copy of the Certificate of  
17 Service filed on November 9, 2004 in this matter.

18 8. Attached as Exhibit "G" is a true and correct copy of the Stipulation and  
19 Order executed by myself and assistant Attorney General Cohen. It was never filed with the court  
20 because Petitioner's counsel refused to sign it.  
21

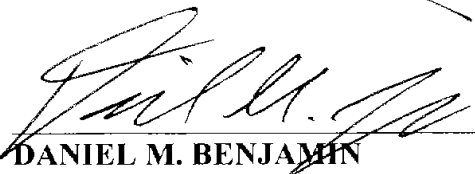
22 9. The Governor's counsel submitted a form confirming the substitution of  
23 counsel to the Attorney General's office signed by the Governor, which the Attorney General  
24 refused to sign. Attached as Exhibit "H" is a true and correct copy of the Confirmation of  
25 Substitution of Counsel Pursuant to General Rule 19.1(b).  
26  
27  
28

1           10. Attached as Exhibit "I" is a true and correct copy of the Request for  
2 Proposals No. 2003-001 Resolicitation (2 GAR 3102 (C) (2)), date issued: June 10, 2003;  
3 Specifications, Terms & Conditions for Legal Services (Conflicts Counsel).

4           11. Attached as Exhibit "J" is a true and correct copy of a letter dated June 20,  
5 2003 to Rodney J. Jacob from Richard Villanueva informing him that the firm has been  
6 determined to be the best qualified offeror in connection with Office of the Governor RFP No.  
7 2003-001.  
8

9           I declare under penalty of perjury pursuant to the laws of the United States and of  
10 the Territory of Guam that the foregoing declaration is true and correct.

11           Executed this 13th day of December, 2004, in Tamuning, Guam.

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28

# EXHIBIT A



**Office of the Attorney General**

Douglas B. Moylan  
Attorney General of Guam  
Guam Judicial Center, Suite 2-200E  
120 West O'Brien Drive  
Hagatna, Guam 96910 USA  
(671) 473-3324 (671) 472-2493 (Fax)  
www.guamattorneygeneral.com law@mail.justice.gov.gu

October 27, 2004

**MEMORANDUM** Confidential Attorney-Client and Work Product Communication

**TO:** Shannon Taitano, Esq.  
Legal Counsel to Governor Felix P. Camacho  
Adelup, Guam

Artemio R. Hagan, Director  
Department of Revenue and Taxation  
Tiyan, Guam

Lourdes M. Perez, Director  
Department of Administration  
Hagatna, Guam

**FROM:** Stephen A. Cohen  
Assistant Attorney General  
Hagatna, Guam

**RE:** Julie Babauta Santos v. Felix P. Camacho, Governor of Guam, et al  
District Court of Guam, Civil Case No. 04-00006

I am enclosing for your information copies of the following motion papers that were served on our office:

1. Petitioner's Motion for Orders approving the Administration Plan and Amended Notice and for Orders establishing the Fairness Hearing Date and Objection and Opt Out Date, and Vacating the April 30, 2002 Scheduling Order, with attached Administration Plan and Amended Notice of Class Action and Proposed Settlement;

Memorandum  
October 27, 2004  
Page 2

- 2 Memorandum of Points and Authorities in Support of Petitioner's Motion for Orders approving the Administration Plan and Amended Notice and for Orders establishing the Fairness Hearing Date and Objection and Opt Out Date and vacating the April 30, 2004 Scheduling Order;
2. [Proposed] Order approving Administration Plan.

I am also enclosing for your information a copy of my letter to attorney Michael Phillips, dated today, requesting a continuance of the date for the defendants' response to his motion.

A handwritten signature in black ink, consisting of a stylized 'M' or 'P' shape with a horizontal line extending to the right.



**Office of the Attorney General**

**Douglas B. Moylan**  
Attorney General of Guam  
Guam Judicial Center, Suite 2-200E  
120 West O'Brien Drive  
Hagatna, Guam 96910 USA  
(671) 475-3324 (671) 472-2423 (Fax)  
www.guamattorneygeneral.com law@mail.justice.gov.gu

October 27, 2004

**Michael F. Phillips, Esq.**  
Phillips & Bordallo, P.C.  
410 West O'Brien Drive  
Hagatna, Guam 96910-5044

**Re: Santos v. Camacho, et al, District Court of Guam Civil Case No. 04-1XXXX6**

**Dear Mike:**


Your motion papers in the above matter were forwarded to me yesterday. I phoned you at your office but your receptionist said you were busy and that she would give you a message that I called. I did not hear back from you.

I am heavily involved in a major ADA case in District Court that is going to trial on November 15<sup>th</sup>, *Tulmunglo v. Camacho, et al*, Civ. No. 01-00047. Because I am having to spend an enormous amount of time preparing for the trial, including the preparation of witnesses and drafting a witness list, the preparation of exhibits and drafting an exhibit list, the drafting of a pretrial order and a trial brief, visiting the locations of the sites subject to the case, conferring with opposing counsel, preparing objections to opposing counsel's witness list and exhibit list, preparing a motion in limine, and attending a final pretrial conference, it will be extremely difficult for me to respond to your motion by the due date, November 8<sup>th</sup>. I would appreciate very much if you would kindly extend to me the courtesy of continuing the date for my response to your motion to November 29<sup>th</sup>.

Your prompt attention to this matter is requested.

Very Truly Yours,

**DOUGLAS B. MOYLAN**  
Attorney General of Guam

  
**Stephen A. Cohen**  
Assistant Attorney General

# EXHIBIT B





*Office of the Governor of Guam*

P.O. Box 2950 Hagåtña, Guam 96932

TEL (671) 472-8931 • FAX (671) 477-4826 • EMAIL: [governor@mail.gov.gu](mailto:governor@mail.gov.gu)

Felix Perez Camacho  
*Governor*

Kaleo Scott Moylan  
*Lieutenant Governor*

28 OCT 2004

Stephen A. Cohen  
Assistant Attorney General  
Office of the Attorney General  
Guam Judicial Center, Suite 2-200E  
120 West O'Brien Drive  
Hagåtña, Guam 96910

Re: Julie Babauta Santos v. Felix P. Camacho, Governor of Guam, et al;  
District Court of Guam, Civil Case No. 04-00006

Dear Steve:

The Governor has received and reviewed Mr. Troutman's memorandum of October 13, 2004. Given the conclusion that at least part of the settlement contract is illegal, the Governor can see no option but to raise this issue with the Court and Legislature as required by law. Further, the Governor is not assured by this memorandum that the \$60 million payment is legal. Therefore, before acting, he requires an immediate response with regard to several issues regarding the validity of that payment.

Mr. Troutman states that the \$60 million payment is legal because the Governor has the power to pay tax judgments from unappropriated funds. However, while the settlement calls for a judgment, it is still a contract. Equivalent federal law appears to treat settlements as subject to the restriction on contracting for unappropriated funds. See *Blackhawk Heating & Plumbing Co. v. United States*, 622 F.2d 539, 542, 553 (Claims Ct. 1980) (enforcing provision of settlement contract that was contingent on funding pursuant to federal Anti-Deficiency Act). Accordingly, it appears that the power to pay a judgment under the Organic Act may not be the same as the power to contract for a judgment. We would like for you to identify definitive authority for the proposition that the Governor's power to pay judgments extends to contracting for judgments. If no such authority exists, please tell us how you plan to confirm that the \$60 million payment complies with the Illegal Appropriations law.

We also are concerned because, as you know, there are not nearly enough unappropriated funds in existence each month to make the monthly payments under the settlement. Yet, Mr. Troutman's opinion ignores this issue. We therefore must ask that you provide an explanation as to how it can be legal to contract to pay a judgment on a monthly basis when there are inadequate funds to satisfy that judgment absent an appropriation.

Next, the settlement contract requires interim payments now, before any judgment is final. The Governor's Organic Act power only allows him to pay *final* judgments. This is another potential illegality not addressed by Mr. Troutman regarding which we require an answer.

Further, as you mentioned at our most recent meeting, it is unlawful under Guam law for the Director of Revenue and Taxation to pay untimely tax claims. This settlement appears to require the payment of untimely tax claims. Again, Mr. Troutman's opinion does not address this issue or our earlier questions regarding why claims that appeared barred by the statute of limitations were included. Please also address this issue in your response.

Finally, we remain unclear as to how the Governor can contract to pay a judgment for attorneys' fees. Although the Governor can pay tax judgments out of unappropriated funds, the Organic Act is silent as to attorneys' fees. In this final regard, we found the opinion did not address the Governor's concerns.

As you know, the Governor supports the EITC and its payment to Guam's taxpayers. But he cannot support its payment through unlawful means, especially where millions of dollars are being paid to private attorneys. The Governor is under a continuing duty to report to the Legislature once his investigation of an unlawful contract is complete. Even as it stands now, it is clear that such a report is required because the contract contains unlawful provisions. Further, it also appears that the Governor will have to immediately challenge the validity of the settlement in District Court.

I received the Petitioner's Motion for Orders approving the Administration Plan and Amended Notice and for Order establishing the Fairness Hearing Date and Objection and Opt Out Date and Vacating the April 30, 2002 Scheduling Order and the supporting documents. Therefore, we must respectfully require that these issues be addressed in a written response by next week. We also direct you to take no action on the Petitioner's motion absent the Governor's consent. We also renew our request that we immediately be provided with all documents regarding the history of the negotiations of the settlement contract and the advice provided with regard to the contract.

Very truly yours,



Shannon Taitano

# EXHIBIT C

OCT 28 2004

MARY L. M. MORAN  
CLERK OF COURT

1 **SHANNON TAITANO, ESQ.**  
2 **OFFICE OF THE GOVERNOR OF GUAM**  
3 Ricardo J. Bordallo Governor's Complex  
4 Adelup, Guam 96910  
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6 **MICHAEL A. PANGELINAN, ESQ.**  
7 **CALVO AND CLARK, LLP**  
8 Attorneys at Law  
655 South Marine Drive, Suite 202  
9 Tamuning, Guam 96913  
Telephone: (671) 646-9355  
Facsimile: (671) 646-9403

10 Attorneys for *Felix P. Camacho, Governor of Guam*

11  
12 IN THE UNITED STATES DISTRICT COURT  
13 DISTRICT OF GUAM

14 JAY MERRILL, etc., et. al.,

15 Plaintiffs,

16 -v-

17 THE GUAM ELECTION COMMISSION, et. al.

18 Defendants.

CIVIL CASE NO. 04-00046

(Superior Court of Guam  
Civil Case No. CV1111-04)

ENTRY OF APPEARANCE

19  
20 The Office of the Governor of Guam and the law offices of Calvo and Clark, LLP  
21 hereby enter their appearance through the undersigned counsel on behalf of Defendant Felix P.  
22 Camacho, Governor of Guam.

23 Dated this 28th day of October, 2004.

24 OFFICE OF THE GOVERNOR OF GUAM  
25 CALVO AND CLARK, LLP  
Attorneys at Law

26  
27 By:

  
28 MICHAEL A. PANGELINAN

# EXHIBIT D

FILED  
DISTRICT COURT OF GUAM  
OCT 28 2004  
MARY L. M. MORAN  
CLERK OF COURT

1 **SHANNON TAITANO, ESQ.**  
2 **OFFICE OF THE GOVERNOR OF GUAM**  
3 Ricardo J. Bordallo Governor's Complex  
4 Adelup, Guam 96910  
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6 **MICHAEL A. PANGELINAN, ESQ.**  
7 **CALVO AND CLARK, LLP**  
8 Attorneys at Law  
655 South Marine Drive, Suite 202  
9 Tamuning, Guam 96913  
Telephone: (671) 646-9355  
Facsimile: (671) 646-9403

10 Attorneys for *Felix P. Camacho, Governor of Guam*

11 IN THE UNITED STATES DISTRICT COURT  
12 DISTRICT OF GUAM

13 JAY MERRILL, etc., et. al.,,

14 Plaintiffs,

15 -v-

16 THE GUAM ELECTION COMMISSION, et. al.

17 Defendants.  
18

CIVIL CASE NO. 04-00046

(Superior Court of Guam  
Civil Case No. CV1111-04)

**OBJECTION TO PRELIMINARY  
INJUNCTION STIPULATION**

19 The Governor of Guam, Felix P. Camacho, hereby objects to the entry of the  
20 stipulated preliminary injunction entered into by Plaintiffs and the Attorney General of Guam.  
21 The Governor has not consented to this preliminary injunction. If Plaintiffs wish to seek a  
22 preliminary injunction, a noticed motion should be filed.  
23

24 Dated this 28th day of October, 2004.

25 OFFICE OF THE GOVERNOR OF GUAM  
26 CALVO AND CLARK, LLP  
Attorneys at Law

27 By:

28   
MICHAEL A. PANGELINAN

# EXHIBIT E

FILED  
DISTRICT COURT OF GUAM  
OCT 29 2004  
MARY L. M. MORAN  
CLERK OF COURT

UNITED STATES DISTRICT COURT  
TERRITORY OF GUAM

JAY MERRILL, on his own behalf and on  
behalf of all other similarly situated voters  
desirous of casting a vote in favor of Proposal  
A at a fair and legal election,

Plaintiffs,

v.

CIVIL CASE NO. CV-04-00046

THE GUAM ELECTION COMMISSION;  
GERALD A. TAITANO, in his individual  
capacity and in his capacity as Executive  
Director of the Guam Election Commission; I  
MINA' BENTE SIETE NA LIHESLATURAN  
GUAHAN (The 27th Guam Legislature);  
FELIX P. CAMACHO, in his official capacity  
as the Governor of Guam,

Defendants.

ORDER

Before the Court is an Amended Stipulation and Proposed Order for Preliminary Injunction signed by Thomas L. Roberts, Esq., attorney for plaintiff and Robert M. Weinberg, Asst. Attorney General, purportedly on behalf of all defendants in this case. For the following reasons, the Court will not accept the stipulation and instead will stay the matter pending the November 2, 2004 election day.

BACKGROUND

On October 25, 2004, plaintiff filed this action in the Superior Court of Guam against the Guam Election Commission, Gerald Taitano in his individual and official capacity as Executive Director of the Guam Election Commission, the Legislature of Guam and Felix P. Camacho in his official capacity as the Governor of Guam. Claiming that the Guam Election Commission's actions violated federal constitutional law via 42 U.S.C. § 1983 as well as Guam statutory law, plaintiff sought,



1. An immediate pre-election judicial declaration on (a) the legal efficiency of the Proposal A ballot pamphlets mailed to the voters by the Directors and the Guam Election Commission, (b) an immediate, pre-election judicial declaration on whether the results of any vote on Proposal A on November 2, 2004 will be invalid as a result of (i) the ballot pamphlets mailed to the voters, and/or (ii) as a result of the mass public uncertainty caused by the Attorney General's opinion.
2. For a preliminary and permanent injunction (a) enjoining the scheduled November 2, 2004 vote on Proposal A, (b) compelling the Director and the Election Commission to remove the Proposal A ballots from the polling places on November 2, 2004, and (c) enjoining the Director and the Election Commission from tabulating any absentee votes cast on Proposal A.
3. For an order compelling the Governor to call for a special election on Proposal A pursuant to 3 G.C.A. § 13103, or an order compelling the Legislature to call for a special election on Proposal A pursuant to 3 G.C.A. § 17203, or an order compelling the Election Commission to schedule and hold a special election on Proposal A, to be held not later than sixty (60) days after the date of the court's order...

Asserting the existence of federal question subject matter jurisdiction, the Attorney General of Guam removed the case to this Court on October 26, 2004. On October 28, 2004, plaintiff and the Attorney General of Guam ("AG") filed the Amended Stipulation and Proposed Order for Preliminary Injunction now before the Court. In the Stipulation, the plaintiff and AG agreed that the Guam Election Commission violated Guam law and the United States Constitution. Counsel further agreed that, as a result of the Guam Election Commissions' failures, Proposal A was invalid. Finally, plaintiff and the AG agreed that the Guam Election Commission was preliminarily enjoined from counting and tabulating the votes for and against Proposal A. Subsequent to the filing of the Stipulation, the Guam Legislature and Governor Camacho filed objections to the Stipulation. Further, it has come to the attention of Court that the Legislature has passed, and the Governor has signed into law on October 27, 2004, Bill 374, a bill apparently meant to remedy any defects surrounding Proposal A.

#### DISCUSSION

1. There now appears to be a controversy as to whether the AG represents the defendants in this case. In the Notice of Removal, the AG claims that it represents all defendants in this case. Nevertheless, separate attorneys have entered appearances on behalf of the Legislature and the Governor.

1 Furthermore, the Legislature and the Governor filed objections to the stipulation. It seems  
2 inappropriate to bind the Government of Guam to a stipulation and order where it appears that the AG  
3 may not be the government's counsel. Accordingly, the Court will not accept the stipulation.

4 2. The Court will not grant a preliminary injunction and will also *sua sponte* stay this action pending  
5 the November 2, 2004 election results.

6 a. The probability of success for plaintiff has become less clear with the passage of Bill 347.  
7 Moreover, plaintiff will not suffer irreparable harm. Plaintiff will still be able to litigate the  
8 validity of Proposal A and possibly compel the government to conduct another election.

9 b. The balance of harms also weighs in favor of not granting a preliminary injunction and  
10 staying this action pending the November 2, 2004 election results. If Proposal A passes, then  
11 this whole action becomes moot. If Proposal A fails, plaintiff still has an opportunity to test  
12 the lawfulness of Proposal A's electoral process. If the process is lawful, then Guam saves the  
13 expense of conducting another election. If found unlawful, then another election is conducted  
14 and plaintiff is exactly where he always wanted to be.

15 c. Not granting a preliminary injunction and staying the action pending the November 2, 2004  
16 election results will also be in the public interest. This is a matter of deep public concern.  
17 Much time, money and effort has been put into this election by all citizens on both sides of the  
18 issue. It is always in the public interest for the citizenry to have their say on an important  
19 matter such as Proposal A.

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22 ///

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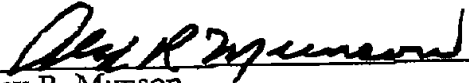
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1 **CONCLUSION**

2 Based on foregoing, it is **ORDERED** that Amended Stipulation and Proposed Order for  
3 Preliminary Injunction filed on October 28, 2004 is **DENIED**. It is further **ORDERED** that this  
4 matter is stayed pending the November 2, 2004 election results.

5 DATED this <sup>EH</sup> 29 day of October, 2004

6  
7   
8 Alex R. Munson  
9 Designated Judge, United States District Court  
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# EXHIBIT F

1 **SHANNON TAITANO, ESQ.**  
2 **OFFICE OF THE GOVERNOR OF GUAM**

3 Ricardo J. Bordallo Governor's Complex

4 Adelup, Guam 96910

Telephone: (671) 472-8931

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5 **RODNEY J. JACOB, ESQ.**  
6 **DANIEL M. BENJAMIN, ESQ.**  
7 **CALVO AND CLARK, LLP**

Attorneys at Law

655 South Marine Drive, Suite 202

Tamuning, Guam 96913

Telephone: (671) 646-9355

Facsimile: (671) 646-9403

Attorneys for *Felix P. Camacho, Governor of Guam*

11 **IN THE UNITED STATES DISTRICT COURT**  
12 **DISTRICT OF GUAM**

13 **JULIE BABAUTA SANTOS, et. al.,**

14 **Petitioners,**

15 **-v-**

16 **FELIX P. CAMACHO, etc., et. al.**

17 **Respondents.**

**CIVIL CASE NO. 04-00006**

**CERTIFICATE OF SERVICE**

19 The undersigned hereby certifies that true and correct copies of Defendant Felix P.  
20 Camacho, Governor of Guam's Entry of Appearance; Request for Hearing and Objection to (1)  
21 Petitioner's Motion for Orders Approving the Administration Plan and Amended Notice; and (2)  
22 the Attorney General of Guam's MPA In Response to Motion for Orders Approving  
23 Administration Plan; and Declaration of Daniel M. Benjamin In Support of the Governor of  
24 Guam's Objection to (1) Petitioner's Motion for Orders Approving the Administration Plan and  
25 Amended Notice; and (2) the Attorney General of Guam's MPA In Response to Motion for  
26

1 Orders Approving Administration Plan, was served via Hand Delivery on November 9, 2004, to  
2 the following:

3 Michael F. Philips, Esq.  
4 **PHILIPS & BORDALLO, P.C.**  
5 410 West O'Brien Drive  
Hagåtña, Guam 96910

6 Office of the Attorney General of Guam  
7 Guam Judicial Center, Suite 2-200E  
8 120 West O'Brien Drive  
Hagåtña, Guam 96910

9 Dated this 9th day of November, 2004.

10 OFFICE OF THE GOVERNOR OF GUAM  
11 CALVO AND CLARK, LLP  
Attorneys at Law

12  
13 By:   
14

**DANIEL M. BENJAMIN**

# EXHIBIT G

1 **SHANNON TAITANO, ESQ.**  
2 **OFFICE OF THE GOVERNOR OF GUAM**  
3 Ricardo J. Bordallo Governor's Complex  
4 Adelup, Guam 96910  
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6 **DANIEL M. BENJAMIN, ESQ.**  
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8 Attorneys at Law  
655 South Marine Drive, Suite 202  
9 Tamuning, Guam 96913  
Telephone: (671) 646-9355  
Facsimile: (671) 646-9403

10 Attorneys for *Felix P. Camacho, Governor of Guam*

11 IN THE UNITED STATES DISTRICT COURT  
12 DISTRICT OF GUAM

13 JULIE BABAUTA SANTOS, et. al.,

14 Petitioners,

15 -v-

16 FELIX P. CAMACHO, etc., et. al.

17 Respondents.  
18

CIVIL CASE NO. 04-00006

**STIPULATION AND ORDER**

19  
20 Based upon the request of the Attorney General's office that certain scheduling  
21 conflicts in the month of December be accommodated, the parties jointly stipulate that the Court  
22 reschedule the dates established by the Order of November 12, 2004 as follows:

- 23 (1) The filing date for any response(s) to the filings of the Governor of Guam  
24 be moved to December 20, 2004;
- 25 (2) The filing date for any replies thereto by the Governor be moved to  
26 January 17, 2005; and  
27  
28



(3) A hearing be scheduled as soon thereafter as is possible based upon the Court's schedule.

**IT IS SO STIPULATED.**

OFFICE OF THE GOVERNOR OF GUAM  
CALVO AND CLARK, LLP  
Attorneys for Respondent Felix P. Camacho,  
Governor of Guam

PHILLIPS & BORDALLO, P.C.  
Attorneys for Petitioner Julie Babauta Santos

By:   
**RODNEY J. JACOB**


By: \_\_\_\_\_  
**MICHAEL F. PHILLIPS**

Dated: 11/30/04

Dated: \_\_\_\_\_

OFFICE OF THE ATTORNEY GENERAL  
Attorneys for Respondent Government of  
Guam

MANTANONA LAW OFFICE  
Attorneys for Respondents Lourdes M. Perez  
and Artemio R. Ilagen

By:   
**STEPHEN A. COHEN**

By: \_\_\_\_\_  
**RAWLEN M.T. MANTANONA**

Dated: 11/30/04

Dated: \_\_\_\_\_

**IT IS HEREBY ORDERED THAT:**

- (1) The filing date for any response(s) to the filings of the Governor of Guam based upon the Court's Order of November 12, 2004 shall be December 20, 2004;
- (2) Any replies thereto by the Governor shall be filed by January 17, 2005; and
- (3) This matter shall be set for a hearing on \_\_\_\_\_, 2005.

**IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2004.**

**HONORABLE JOAQUIN V.E. MANIBUSAN**  
Magistrate Judge, District Court of Guam

# EXHIBIT H

**SHANNON TAITANO, ESQ.**  
**OFFICE OF THE GOVERNOR OF GUAM**

Ricardo J. Bordallo Governor's Complex  
Adelup, Guam 96910  
Telephone: (671) 472-8931  
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**RODNEY J. JACOB, ESQ.**  
**DANIEL M. BENJAMIN, ESQ.**  
**CALVO AND CLARK, LLP**

Attorneys at Law  
655 South Marine Drive, Suite 202  
Tamuning, Guam 96913  
Telephone: (671) 646-9355  
Facsimile: (671) 646-9403

*Attorneys for Felix P. Camacho, Governor of Guam*

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF GUAM

JULIE BABAUTA SANTOS, et. al.,

Petitioners,

-v-

FELIX P. CAMACHO, etc., et. al.

Respondents.

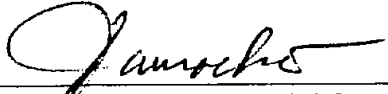
CIVIL CASE NO. 04-00006


**CONFIRMATION OF  
SUBSTITUTION OF COUNSEL  
PURSUANT TO GENERAL RULE  
19.1(b)**

1 The Office of the Governor of Guam and the law offices of Calvo and Clark, LLP  
2 hereby confirm their substitution of counsel on behalf of Respondent Felix P. Camacho, Governor  
3 of Guam (the "Governor"). Such confirmation is made to eliminate any appearance of procedural  
4 uncertainty following the Governor's appearance through his new counsel to object to the actions  
5 of his previous counsel, and the Court's Order of November 12, 2004 that the Governor would be  
6 heard, which were intended by counsel to comply with General Rule 19.1(b)(2).  
7

8 RESPONDENT GOVERNOR OF GUAM

OFFICE OF THE GOVERNOR OF GUAM  
CALVO AND CLARK, LLP  
Attorneys for Respondent Felix P. Camacho,  
Governor of Guam

11 By:   
12 **FELIX P. CAMACHO**

By:   
13 **DANIEL M. BENJAMIN**

14 Dated: 12/9/04

Dated: 12/9/04

15 OFFICE OF THE ATTORNEY GENERAL  
16 Former Attorneys for the Governor of Guam

17 By: \_\_\_\_\_  
18 **ROBERT WEINBERG**

19 Dated: \_\_\_\_\_  
20

21 **IT IS HEREBY ORDERED THAT** the Office of the Governor of Guam and  
22 Calvo and Clark, LLP are confirmed as counsel of record in this matter for the Governor of  
23 Guam.  
24

25 **IT IS SO ORDERED this** \_\_\_\_ **day of December, 2004.**

26  
27 **HONORABLE JOAQUIN V.E. MANIBUSAN**  
28 **Magistrate Judge, District Court of Guam**

# EXHIBIT I



*Office of the Governor of Guam*

P.O. Box 2950 Hagatna, Guam 96932

TEL: (671) 472-8930 • FAX: (671) 477-4826 • EMAIL: governor@mail.gov.gu

**REQUEST FOR PROPOSALS NO. 2003-001  
RESOLICITATION (2 GAR 3102 (C) (2))**

**DATE ISSUED: June 10, 2003**

**SPECIFICATIONS, TERMS & CONDITIONS  
for  
LEGAL SERVICES (CONFLICTS COUNSEL)**

**SUBMISSION DEADLINE EXTENDED  
SUBMITTAL DEADLINE:**

Time, Date, Day

**Before 4:00 P.M.**

**Friday, June 20, 2003**

**DROP AT: (DESTINATION)  
CENTRAL FILES OFFICE**

**PLEASE NOTE: LATE AND/OR UNSEALED PROPOSALS CANNOT BE ACCEPTED**

---



# Office of the Governor of Guam

Adelup, Guam 96932

TEL: (671) 472-8931 • FAX: (671) 477-4826 • EMAIL: gov@guam.gu

Felix Perez Camacho  
*Governor*

Kaleo Scott Moylan  
*Lieutenant Governor*

09 JUN 2003

## REQUEST FOR PROPOSALS (RFP) LEGAL SERVICES (CONFLICTS COUNSEL)

### RFP# 2003-001 (Resolicitation)

The Office of the Governor is resoliciting proposals from qualified firms to provide legal services as conflicts counsel for the Office of the Governor on an as needed basis. This resolicitation is pursuant to 2 GAR § 3102(c)(2). Firms that have submitted proposals previously under RFP# 2003-001 need not resubmit proposals, as proposals received under that RFP# and the current RFP# will be collectively evaluated together competitively. The firm(s) selected will provide legal services to the Governor of Guam and the Office of the Governor in situations where conflicts preclude representation by the Office of the Attorney General. Individuals or firms submitting proposals must be licensed to practice law in Guam. RFP packages may be obtained at the Office of the Governor, Central Files Office, 3<sup>rd</sup> Floor, PDN Building, Hagatna, Guam, starting June 10, 2003.

Proposals should be submitted to the Central Files Office no later than 4 p.m., June 20, 2003.

The Office of the Governor hereby notifies all proposers that it will affirmatively ensure that in entering into any contract pursuant to this RFP, no individuals will be discriminated against on grounds of race, color, national origin, creed, sex, religion, or disability status.

The Office of the Governor reserves the right to waive any information and reject any and all proposals and to cancel this RFP at any time.

FELIX P. CAMACHO  
*I Maga'lāhen Guåhan*  
Governor of Guam



# Office of the Governor of Guam

P.O. Box 2950 Hagatna, Guam 96932

TEL: (671) 472-8930 • FAX: (671) 477-4826 • EMAIL: governor@mail.gov.gu

## REQUEST FOR PROPOSALS SUBMITTAL FORM

- Please fill out form completely.
- Include all requested documentations (in hard copy) upon submission of this form.
- This RFP shall be submitted in sealed envelope to the issuing office above before (Time) **4:00 p.m.** (Date) **June 20, 2003**. (Original plus three (3) copies) No facsimile submittals will be accepted.
- RFP submitted after time and date specified will be rejected.

PROPOSED PROJECT TITLE: LEGAL SERVICES (CONFLICTS COUNSEL)

**NOTE TO BIDDERS:** This RFP is subject to the terms and conditions specified in this Request for Proposals. The undersigned offers and agrees to furnish within the time specified, the articles and services at the price to be agreed to, unless otherwise specified by the bidder. In consideration of the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within **120** calendar days from the date of opening to supply any or all of the items quoted.

INDICATE WHETHER: ( ) INDIVIDUAL ( ) PARTNERSHIP ( ) JOINT VENTURE

( ) OTHER PLEASE SPECIFY: \_\_\_\_\_

IF CORPORATION, INCORPORATED IN: \_\_\_\_\_

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO  
SIGN THIS BID:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By my signature, I acknowledge that I have read the instructions and accept all terms and conditions in the Request for Proposals.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Full Name

### AWARD: (TO BE COMPLETED ONLY UPON AWARD)

CONTRACT NO:

AMOUNT: \$

DATE:

ACCEPTED AS TO ITEMS NUMBERED:

CONTRACTING OFFICER.

\_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO  
SIGN THIS CONTRACT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**SECTION I**  
**CONTENTS OF PROPOSALS**

## LEGAL SERVICES (CONFLICTS COUNSEL)

### SECTION I

#### CONTENTS OF PROPOSALS

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the proposal. Provide the original proposal plus three (3) copies. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized and submitted in the following manner and format:

**Title Page.** Type the name of the proposer's agency/firm, the address, telephone number, facsimile number, name of contact person, date, and the title of the RFP.

**Request for Proposals Submittal Form.** Complete and return the "Request for Proposals Submittal" form provided in this RFP package. An authorized representative of the firm as defined below must sign this form:

When the proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity of the person signing shall also be given.

When the proposer is an individual or sole proprietorship, the proposal shall be signed by the individual owner, stating the name and form under which the proposer is doing business.

When the proposer is a joint venture, each joint venturer must sign the proposal as herein above indicated.

For any other business form, the proposal shall be signed by a person duly authorized to bind the business. The capacity and authority of the person signing shall also be given.

If the proposer is doing business under a fictitious name, the proposer must submit a copy of the Certificate of Registration.

**Table of Contents.** Include a clear identification of the contents of the written proposal by page number.

**Response to Proposal.** Specifically state the proposer's understanding of the work to be accomplished, including a positive commitment to perform the work specified in the Scope of Services (Section II). The proposal should include a list of attorneys who will be assigned to perform the scope of work involved. Resumes of those attorneys should be included as well as a certificate or letter from the Supreme Court of Guam that the attorney is in good standing. The proposer must also include a statement affirming that there are no conflicts of interest with regard to the services required.

**References.** Include a list of at least three (3) business references (individuals or entities) who are able to speak to the qualifications and abilities of the proposer to perform the required Scope of Services. Also include a listing of other contracts under which services similar in scope, size, and discipline for the required services were performed or undertaken in the past five years, including those of Government of Guam agencies. Letters or Statements of Recommendation are welcome.

**General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services. If the proposer does not possess experience similar to the services required, provide any pertinent information or experience that may qualify proposer for consideration of the award.

**Writing Sample.** Proposers must present at least two (2) writing samples to include at least one legal brief of not less than twenty (20) pages addressing a civil law issue.

**Contract for Contract Administration:** if your firm receives a contract as a result from this proposal designate a person whom we may contact for prompt administration, showing:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No: \_\_\_\_\_

\_\_\_\_\_ Fax No: \_\_\_\_\_

**Rate Schedule.** Provide a schedule of proposed hourly rates for legal personnel. Enclose the rate schedule in a separate envelope marked "Rate Schedule."

**Appendix of Forms.** Complete and have notarized, where applicable, all forms contained in this RFP package. (Section V).

**Binding Terms and Conditions.** By submitting a proposal in response to this RFP, each proposer agrees to be bound to all terms and conditions specified herein. In addition, the Government of Guam may negotiate with the successful proposer terms and conditions in the form of a final written contract.

**SECTION II**  
**SCOPE OF SERVICES**

## **SECTION II**

### **SCOPE OF SERVICES**

#### **INTENT**

The Office of the Governor is soliciting proposals from qualified firms to provide legal services as conflicts counsel for the Governor of Guam on an as needed basis. The firm selected will be expected to provide legal services to the Governor of Guam and the Office of the Governor in situations where conflicts preclude representation by the Office of the Attorney General.

#### **SCOPE OF WORK**

The following describes the scope of work to be performed. Upon final selection of the firm or individual, the scope of work may be modified and refined during the fee negotiation.

- Act as outside counsel to the Governor of Guam and the Office of the Governor on an *as needed basis* in situations where conflicts would preclude representation by the Attorney General of Guam. The firm selected will be required to work under the direct supervision of the in-house legal counsel to the Governor on matters requiring representation.
- Have particular expertise and experience in government law such that the firm will be able to prepare opinions, reports, and represent the Governor of Guam and the Office of the Governor in litigation.
- Undertake such legal research as shall be requested by the Governor's in-house legal counsel or his designee.
- Represent the Governor and the Office of the Governor in connection with matters before the legislature, the courts, and other governmental entities.
- Provide other legal assistance as required.

#### **QUALIFICATIONS**

The proposer and all attorneys to be involved in performing the required scope of services must possess the necessary technical and professional expertise specified in this RFP. Individuals involved in this proposal shall have the professional background, education, and skills including experience in dealing with various government of Guam agencies and entities. Include a written, verifiable statement of experience in providing and managing similar services. If the proposer does not possess experience similar to the services required, provide any pertinent information or experience that may qualify proposer for consideration of the award.

Proposers should specifically identify the credentials, education, and experience of the relevant attorneys designated to undertake the scope of services specified herein. Attorneys must be licensed to practice law in Guam and in the District Court of Guam. A certificate of good standing from the Supreme Court of Guam for each attorney is required. The proposer must also

include a statement affirming that there are no conflicts of interest with regard to the services required.

Proposers must also demonstrate that they have sufficient personnel resources (attorneys, legal assistants, secretaries) to perform and carry out the terms of this RFP.

### **REFERENCES**

Include a list of at least three (3) business references (individuals or entities) who are able to speak to the qualifications and abilities of the firm to perform the required Scope of Services. Also include a listing of other contracts under which services similar in scope, size, and discipline for the required services were performed or undertaken in the past five years, including those of Government of Guam agencies. Letters or Statements of Recommendation are welcome.

### **WRITING SAMPLE**

Proposers must present at least two (2) writing samples to include at least one legal brief of not less than twenty (20) pages addressing a civil law issue.

**SECTION III**  
**EVALUATION CRITERIA**

### **SECTION III**

#### **EVALUATION CRITERIA**

The successful proposer(s) will be selected in accordance with the selection criteria set forth in this RFP provided the proposer meets all the requirements listed in this RFP. Attempts by proposers to contact any individual involved in the selection, prior to the award, may result in disqualification of the proposer.

The following factors and their relative importance will be used to evaluate proposals.

1. Completeness, clarity and organization of written response to RFP (20 points).
2. Reputation of firm and professional qualifications and experience of personnel to be involved in providing the services required. (20 points)
3. Personnel resources, including demonstrated availability of attorneys and other legal staff to perform the services required. (20 points).
4. Understanding of the scope of services required and degree of interest in undertaking the required scope of work. (10 points)
5. Evaluation of writing sample. (20 points)
6. Overall evaluation of offeror. (10 points).

Total                    100 points

The offeror receiving the highest score may be invited to an oral presentation and interview.



## **SECTION IV**

### **GENERAL TERMS AND CONDITIONS**

## GENERAL TERMS AND CONDITIONS

1. AUTHORITY: This Request for Proposals (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124) and the Guam Procurement Regulations (copies are available for inspection at General Services Agency). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.
2. EXPLANATION TO OFFERORS: No oral explanation in regard to the substantive material meaning of the specification will be made before the award of the proposal. Material discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective offerors, and its receipt by the offeror should be acknowledged on the proposal form.
3. PROPOSALS: The offeror is required to read each and every page of the Proposal and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out in ink or typewritten and signed in black or blue ink. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omission, the Government as being incomplete shall reject unexplained erasure or alterations or items not called for in the proposal, or irregularities of any kind.
4. GENERAL INTENTION: Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the offeror to provide the Government of Guam (Government) with specified services.
5. METHOD OF AWARD: The right is reserved as the interest of the Government may require to waive any minor information or irregularity in proposals received. The Government shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of the Government to award proposals to offerors duly authorized and licensed to conduct business in Guam.
6. REJECTION: The Government shall have the prerogative to reject proposals in whole or in part for if a determination is made such in the public interest, or to cancel this RFP at any time.
7. TAXES: Offerors are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
8. LICENSING: Offerors are cautioned that the Government will not consider for award any offer submitted by an offeror who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
9. COVENANT AGAINST CONTINGENT FEES: The offeror warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a

commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the contractor, or in its direction to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

10. JUSTIFICATION OF DELAY: The offeror who is awarded the proposal guarantees that the service will be completed within the agreed upon completion date. If, however, the vendor cannot comply with the completion requirement, it is the vendor's responsibility to advise the Government in writing explaining the cause and reasons of the delay.
11. EQUAL EMPLOYMENT OPPORTUNITY: Section 3.01 of the Executive Order 10935 dated March 7, 1965, requires the offeror not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The offeror will take affirmative action to secure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin.
12. ASSIGNMENT: Assignment will not be accepted without prior approval from the Government.
13. If requested, the offeror must meet all ADA regulations and requirements.
14. MODIFICATION/ALTERATION: After the receipt and opening of proposals and at its option, Government may conduct discussions with most reasonable offeror who has submitted the proposal reasonably susceptible of being selected for award with the purpose of clarification to ensure full understanding and responsiveness to the proposal requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing offerors.
15. PAYMENT: Payment shall be made using a method mutually agreed upon by the Government and the successful offeror, subject to Guam law.
16. CONTRACT TERM: The final written contract takes effect upon signature of all the parties and shall continue for a period mutually agreed to, subject to the availability of funds.
17. VENDOR AGREES
  - a. That there shall be no employee benefits occurring from this Agreement, such as:
    - 1) Insurance coverage provided by the Government of Guam.
    - 2) Participation in the Government of Guam retirement system.
    - 3) Accumulation of vacation or sick leave
  - b. That there shall be no withholding of taxes by the Government of Guam.
  - c. That it will, within fifteen (15) days after any claim accrues arising out of or in connection with services provided herein, give written notice to the Office of the Governor of such claim; setting forth in detail all facts relating thereto and the basis for such claim.

18. SCOPE OF AGREEMENT: This Agreement will supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainment of contractor and contains all the covenants and agreements between parties with respect to such retainment in any manner whatsoever. Each party to this Agreement will acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract and that no other agreement, statement, or promise not contained in the contract be valid or binding. Any modification of the Vendor will be effective only if it is in writing signed by the party to be charged. Vendor agrees and warrants that all terms of this contract shall bind all subcontractors connected with this agreement.
19. RESPONSIBILITY OF THE VENDOR
- a. Vendor shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. Vendor shall, without additional cost to the Government of Guam, or correct or revise all errors of deficiencies in its work.
  - b. Vendor further agrees to devote its best efforts to the required duties and responsibilities in accordance with the laws, rules, regulations and policies of the Government of Guam.
  - c. The Government of Guam's review, approval, acceptance of, and payment of fees for services required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the Vendor's failure to the performance of this contract and Vendor shall be and remain liable to the Government of Guam all costs of any kind which may incurred as a result of the Vendor's negligent performance of any of the services performed under this Agreement.
20. ASSIGNMENT OF AGREEMENT: Vendor may not assign or subcontract the contract, or any sum becoming due to the Vendor under the provision of this Agreement, without prior written consent of the Office of the Governor.
21. GENERAL COMPLIANCE WITH LAWS: Vendor shall be required to comply with all federal and local laws and Ordinances applicable to the work. Vendor shall attach a copy of appropriate business license.
22. OWNERSHIP OF DOCUMENTS: All briefs, memoranda and other incidental work or materials furnished by Vendor shall be and remain the property of the Office of the Governor including all publication rights an copy rights interests, and may be used by the Office of the Governor without any additional costs to the Government.
23. CHANGES: The Office of the Governor may at any time, by written order, make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work, or in the time required for this performance, an equitable adjustments shall be made and the contract shall be modified in writing accordingly.
24. SEVERABLE PROVISION: If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Agreement and the Agreement shall be enforced according to its valid

and subsisting terms and provisions.

25. GOVERNING LAW: The validity of the contract and of any of its terms or provisions, as well the rights and duties of the parties, shall be governed by the laws of Guam, excluding its choice of law provisions.
26. EFFECTIVE DATE OF AGREEMENT: This contract shall take effect upon signature of all the required parties.
27. GOVERNMENT LIABILITY
  - 1) The Office of the Governor and the Government of Guam assume no liability for any claims, accidents, or injuries that may occur to the Vendor, its agents, dependents, subcontractors, employees, or employees of its subcontractors.
  - 2) The Government of Guam shall not be liable to Vendor for any work performed by the Vendor prior to the approval of the Agreement by the Government and Vendor hereby expressly waives and all claims for services performed in expectation of this Agreement prior to its effective date.
28. RECEIPT AND OPENING OF PROPOSALS: Envelopes containing proposals shall be sealed and marked on the face with the name and address of the Offeror, the proposal number and the time and date of submission. Telegraphic proposals will not be considered, nor modification by telegraph of proposals already submitted will not be considered. Proposals shall be hand-carried and received at the place of opening on or before the opening date and time. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.
29. WITHDRAWAL OF PROPOSALS: Proposals may be withdrawn on written request received from offeror (s) prior to the time fixed for opening. Negligence on the part of the offeror in preparing the proposals confer no right for the withdrawal of the proposals after it has been opened.
30. PROPOSAL ENVELOPE: Proposal envelope shall be sealed and marked with the Offeror(s) name and proposal name.
31. LATE PROPOSALS: Late proposals will not be accepted.

**SECTION V**  
**APPENDIX OF FORMS**



*Office of the Governor of Guam*

P.O. Box 2950 Hagatna, Guam 96932

TEL: (671) 472-8930 • FAX: (671) 477-4826 • EMAIL: [governor@mail.gov.gu](mailto:governor@mail.gov.gu)

**REQUEST FOR PROPOSALS NO. 2003-001  
RESOLICITATION (2 GAR 3102 (C) (2))**

**DATE ISSUED: June 10, 2003**

**SPECIFICATIONS, TERMS & CONDITIONS  
for  
LEGAL SERVICES (CONFLICTS COUNSEL)**

**SUBMISSION DEADLINE EXTENDED  
SUBMITTAL DEADLINE:**

Time, Date, Day

**Before 4:00 P.M.**

**Friday, June 20, 2003**

**DROP AT: (DESTINATION)  
CENTRAL FILES OFFICE**

**PLEASE NOTE: LATE AND/OR UNSEALED PROPOSALS CANNOT BE ACCEPTED**

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# Office of the Governor of Guam

P.O. Box 2950 Hagatna, Guam 96932

TEL: (671) 472-8930 • FAX: (671) 477-4826 • EMAIL: governor@mail.gov.gu

## REQUEST FOR PROPOSAL SUBMITTAL FORM

- Please fill out form completely.
- Include all requested documentations (in hard copy) upon submission of this form.
- This RFP shall be submitted in sealed envelope to the issuing office above before (Time) **4:00 p.m.** (Date) **June 20, 2003**. (Original plus three (3) copies) No facsimile submittals will be accepted.
- RFP submitted after time and date specified will be rejected.

PROPOSED PROJECT TITLE: LEGAL SERVICES (CONFLICTS COUNSEL)

**NOTE TO BIDDERS:** This RFP is subject to the terms and conditions specified in this Request for Proposals. The undersigned offers and agrees to furnish within the time specified, the articles and services at the price to be agreed to, unless otherwise specified by the bidder. In consideration of the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within **120** calendar days from the date of opening to supply any or all of the items quoted.

INDICATE WHETHER: ( ) INDIVIDUAL ( ) PARTNERSHIP ( ) JOINT VENTURE  
( ) OTHER PLEASE SPECIFY: \_\_\_\_\_

IF CORPORATION, INCORPORATED IN: \_\_\_\_\_

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO  
SIGN THIS BID:

By my signature, I acknowledge that I have read the instructions and accept all terms and conditions in the Request for Proposal.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Full Name

### AWARD: (TO BE COMPLETED ONLY UPON AWARD)

CONTRACT NO:

AMOUNT: \$

DATE:

ACCEPTED AS TO ITEMS NUMBERED:

CONTRACTING OFFICER:

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO  
SIGN THIS CONTRACT:



**REQUEST FOR PROPOSALS  
LEGAL SERVICES (CONFLICTS COUNSEL)**

That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

**PROPOSAL SIGNATURE FORM FOR  
LEGAL COUNSEL (CONFLICTS COUNSEL)**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form shall be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. The Proposal Signature Form must be signed by an authorized representative.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Type or Print Name

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Type Organization:      ☐ Individual                      ☐ Non-Profit                      ☐ Partnership  
                                 ☐ Corporation                      ☐ Joint Venture  
                                 ☐ Other ( Specify) \_\_\_\_\_

**LEGAL SERVICES (CONFLICTS COUNSEL)**

**ATTACH COPIES OF ALL SUCH LICENSES, PERMITS OR CERTIFICATES ISSUED TO THE BUSINESS ENTITY**

Business is license, (unless exempt by applicable law) permitted or certified to do business in the Guam:

☐ Yes      ☐ No. License # \_\_\_\_\_

Guam Corporation ID#: \_\_\_\_\_

Guam Fictitious Name Reg. # : \_\_\_\_\_

Federal I.D. # : \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM OF NON-COLLUSION AFFIDAVIT**

**AFFIDAVIT**

Name of Firm: \_\_\_\_\_

TERRITORY OF GUAM            )  
  )ss.  
AGANA, GUAM M.I.            )

\_\_\_\_\_, being first fully sworn,  
deposes and says:

That he is

(a partner or officer of the firm of, etc.)

of the party making the foregoing bid, that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Government of Guam or any other bidder, or to secure any advantage against the Government of Guam or any person interested in the proposed contract; and that all statements in bid are true.

Signature of

Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_.

# EXHIBIT J



## Office of the Governor of Guam

Adelup, Guam 96932

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Felix Perez Camacho  
*Governor*

Kaleo Scott Moylan  
*Lieutenant Governor*

June 20, 2003

**VIA FACSIMILE 646-9403**

Rodney J. Jacob, Esq.  
Calvo and Clark, LLP  
655 South Marine Drive, Suite 202  
Tamuning, Guam 96913

Dear Mr. Jacob:

The Office of the Governor is pleased to inform you that your firm has been determined to be the best qualified offeror in connection with Office of the Governor RFP No. 2003-001. We would like to proceed with contract negotiations this weekend at your convenience. Please feel free to contact me at 688-9786 or 720-9798 (pager) to schedule a mutually convenient time to meet.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard Villanueva", is written over a horizontal line.

RICHARD VILLANUEVA  
By designation